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RENTAL AGREEMENT TERMS AND CONDITIONS

Who we are

Maloca is a product made by the GMG Group NV, a legal business entity in ARUBA, Dutch Caribbean. Maloca as a brand is a registered trademark of the GMG Group N.V. The Maloca Mobile Software Solution is a copyright of the GMG Group N.V. with patent pending.

Lease

The GMG Group N.V. hereinafter referred to as GMG rents to customer the Pocket PC referred to as Maloca with the Maloca Mobile Software Solution installed on it, including any and all accessories that may accompany the physical unit and/or equipment called Maloca. Customer agrees not to sublet the equipment be it with or without consideration. The agreement cannot be assigned or transferred to another party.

Signing of the Lease Contract

Once the order has been fulfilled by GMG (=Order Fulfillment), this rental agreement contract (Order Form) is considered to have been signed by the Customer. The terms and conditions set forth herein however take effect from the moment the Customer places the order (=Order Placement), whether this is online, in person or through other means.

Equipment

GMG will only rent out equipment that is in full and good working order. Customer is responsible for verifying that the equipment received is in good working order. Customer shall return the equipment on the return date, or sooner upon request of GMG, in the same condition it was received, except for normal wear and tear. GMG is permitted to request the Maloca unit at any time during the lease for general and technical inspection and customer is obliged to comply. All service to repair or replacement of the equipment must be done by GMG. The customer is not allowed and is expressly forbidden to transport the equipment and/or Maloca outside of Aruba.

Cancellation and Refunds

Funds are debited from the Customer's Credit Card after placement of the Online Order. Cash payments are taken when the physical unit is handed over to the Customer (=Order Fulfillment). Cancellation prior to fulfillment of the order will not incur any cost. If the rental period is shortened or the rental is cancelled after fulfillment of the order, the customer will not incur any cost. Unused rental days will be refunded. Used free airtime will be charged for. This clause will not prejudice GMG's right to charge for usage at signing of lease contract without compensation or discount.

**Performance**

GMG shall not be liable for any special, consequential, direct or other damages in service. GMG does not guarantee uninterrupted service and shall not be held liable for customers' inability to complete calls due to circumstances beyond the reasonable control of GMG. Customer acknowledges that Maloca may not function in certain areas due to insufficient coverage of the signal.

Insurance

GMG Group offers the Customer the ability to insure the phone during the rental period to cover Theft and Damage. This is included in the rental fee. The insurance covers Fire, Explosion, Lightning, CAT Perils of nature (excluding ordinary rainfall), Riot, Strikes, Theft, Burglary, Housebreaking and Damage by accidental external means. Misplacement, theft after being left unattended anywhere and without evidence of a forcible entry is excluded. All theft claims are subject to police reports.

Deposit

Prior to delivery of Maloca a blank credit card sales slip must be authorized. This sales slip will ONLY be used to charge the renter's credit card (for the replacement value of the Pocket PC- set at US\$650) in instances where the maloca has **not** been returned. This will not prejudice the supplier's right to charge for usage at signing of lease contract without compensation or discount.

Theft, Loss and Damage

All theft, loss damage or disappearance of the Maloca PDA which are **not** covered by the mandatory insurance must be covered by the customer's liability and therefore customers will be charged accordingly for all costs incurred that are not covered by the insurance. These costs for damage and loss (only those costs that are NOT covered by the insurance) are recoverable from the customer and as such are chargeable. Customer will still be responsible for settling the rental fee. In the event of theft, loss, damage, disappearance or accidental breakage the customer is obliged to notify GMG immediately by calling 745 1080 in Aruba and logging a police report.

Misrepresentation and Copyright

The customer is not allowed and is expressly forbidden to copy the Maloca Software Solution or try to copy, re-distribute, re-configure, change and/ or damage the working of the software. This will lead to immediate legal action. Should the customer furnish GMG with false information to acquire the Maloca equipment, or violates the terms and conditions of this agreement, GMG may terminate the agreement with customer and customer shall return the equipment. Any and all charges shall become immediately due and payable therewith in connections with this instance. In all instances, legal action will be considered and/ or taken.

Jurisdiction

This agreement shall constitute the entire agreement between GMG and the customer covering the equipment. There are no other warranties, representations, conditions, guaranties, or collateral agreements, express or implied, legal or otherwise concerning the equipment. Only an authorized GMG representative can waiver or modify any term or condition of the contract. This agreement shall be governed and construed by the laws of Aruba. The court of Aruba will have exclusive jurisdiction to adjudicate any dispute arising out of this agreement.